

Community Resilience Hub App (CRHA)

Terms and Conditions

Software as a Service Agreement

G-Cloud Framework

Version 1.0

Digital Web Media Ltd
Barn Owl Cottage, Chapel Hill, Ponsanooth, Cornwall, TR3 7ET
Company Number: 8649718

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1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following definitions apply:

"Agreement" means these Terms and Conditions together with any Order Form and schedules;

"Authorised Users" means the employees, agents, and contractors of the Customer who are authorised to use the Service;

"Business Day" means any day other than a Saturday, Sunday, or public holiday in England;

"Community" means the parish, town, neighbourhood, or other local area for which the Customer is deploying the Service;

"Confidential Information" means any information disclosed by one party to the other that is marked as confidential or should reasonably be understood to be confidential;

"Coordinator" means any individual who uses the Service to manage incident response, assign volunteers, conduct welfare checks, or oversee hub operations;

"Customer" means the organisation entering into this Agreement to use the Service, which may be a local authority, parish council, town council, or community organisation;

"Customer Data" means all data, information, and materials uploaded, stored, or processed through the Service by or on behalf of the Customer, including resident registers, skills and equipment records, vulnerability information, incident logs, welfare check records, and audit trails;

"Documentation" means the user guides, online help, and other documentation provided by the Supplier relating to the Service;

"Effective Date" means the date on which the Agreement comes into force as specified in the Order Form;

"Fees" means the fees payable by the Customer for the Service as set out in the Order Form;

"Initial Term" means the initial period of the Agreement as specified in the Order Form, being a minimum of 12 months;

"Intellectual Property Rights" means patents, trademarks, service marks, copyright, database rights, design rights, know-how, trade secrets, and all other intellectual property rights;

"Offline Data Pack" means the downloadable data package containing register information, contacts, maps, and procedures that enables offline operation of the Service;

"Order Form" means the document setting out the specific services, fees, and terms agreed between the parties;

"Renewal Term" means each successive 12-month period following the Initial Term;

"Service" means the Community Resilience Hub emergency coordination, volunteer management, welfare tracking, and community register software as a service solution;

"Service Level Agreement or SLA" means the service levels set out in Section 5 of these Terms and Conditions;

"Supplier" means Digital Web Media Ltd, a company registered in England and Wales with company number 8649718, whose registered office is at Barn Owl Cottage, Chapel Hill, Ponsanooth, Cornwall, TR3 7ET, United Kingdom;

"Term" means the Initial Term together with any Renewal Terms;

"Volunteer" means any individual who uses the Service to view assigned tasks, complete welfare checks, or log incidents during emergency response operations;

"Vulnerable Resident" means any individual registered in the Service as requiring welfare support during emergencies due to medical, mobility, or other dependency needs.

1.2 In this Agreement, unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa;
- (b) a reference to a statute or statutory provision includes any subordinate legislation made under it;
- (c) headings are for convenience only and shall not affect interpretation.

2. Service Description

2.1 The Service comprises:

- (a) a mobile application for iOS and Android devices enabling Authorised Users to view community registers, log incidents, assign tasks, complete welfare checks, access offline maps, and receive operational notifications;
- (b) a web-based administration portal for community configuration, user management, register maintenance, incident management, debrief facilitation, reporting, and analytics;
- (c) a public registration portal enabling residents to self-register their skills, equipment, and support needs;
- (d) offline-first operation with automatic data synchronisation when connectivity is restored;
- (e) downloadable Offline Data Packs containing registers, contacts, procedures, and maps for use during connectivity outages;
- (f) RESTful API for integration with local authority and emergency planning systems;
- (g) hosting infrastructure, data storage, and system maintenance;
- (h) standard support services as described in Section 6;
- (i) access to Documentation and online training materials.

2.2 The Supplier shall provide the Service substantially in accordance with the Documentation and shall use commercially reasonable endeavours to ensure the Service is available in accordance with the SLA.

2.3 The Supplier may update or modify the Service from time to time, provided that such modifications do not materially reduce the functionality of the Service.

2.4 The Customer may customise the Service through the administration portal, including skill and equipment categories, volunteer roles, standard operating procedures, key contacts, and community-specific parameters in accordance with the Documentation.

2.5 Offline Capability and Service Access

2.5.1 The Customer acknowledges that Service functionality is dependent upon either:

- (a) an active internet connection enabling real-time access to the cloud platform; or
- (b) a current Offline Data Pack having been downloaded to the device prior to connectivity loss.

2.5.2 The Supplier does not warrant or guarantee that the Service will be accessible during power outages, network failures, or other infrastructure disruptions except to the extent that a current Offline Data Pack has been downloaded.

2.5.3 The Customer is solely responsible for ensuring that Coordinators download and maintain current Offline Data Packs at appropriate intervals. The Supplier recommends downloading updated Offline Data Packs at least weekly and immediately prior to any anticipated disruption.

2.5.4 The Supplier shall not be liable for any inability to access the Service or Customer Data during emergencies where connectivity is unavailable and an Offline Data Pack has not been downloaded or is out of date.

3. Contract Formation and Duration

3.1 The Agreement shall come into force on the Effective Date and shall continue for the Initial Term unless terminated earlier in accordance with Section 13.

3.2 The minimum Initial Term is 12 months from the Effective Date.

3.3 At the end of the Initial Term, the Agreement shall automatically renew for successive Renewal Terms of 12 months unless either party gives written notice of termination at least 1 month before the end of the then-current term.

3.4 Any notice of termination must be provided in writing to the other party's designated contact.

4. Customer Obligations

4.1 The Customer shall:

- (a) ensure that the number of Coordinator accounts does not exceed the number specified in the Order Form;
- (b) ensure that each Authorised User keeps their login credentials secure and does not share access with any other person;
- (c) use the Service only for lawful purposes and in accordance with this Agreement and all applicable laws and regulations;
- (d) be responsible for the accuracy, quality, legality, and ongoing maintenance of Customer Data;
- (e) comply with all reasonable instructions issued by the Supplier regarding use of the Service;
- (f) obtain and maintain all necessary licences, consents, and permissions required for the Supplier to perform its obligations under this Agreement;
- (g) obtain appropriate consent from residents for the collection and processing of personal data and vulnerability information through the Service;
- (h) ensure that Coordinators download current Offline Data Packs at regular intervals and prior to anticipated disruptions;
- (i) implement appropriate local governance and safeguarding arrangements for the handling of vulnerability data;
- (j) conduct annual reviews of registered data to ensure accuracy and currency.

4.2 Data Integrity and Management

4.2.1 The Customer acknowledges and accepts sole responsibility for:

- (a) the accuracy, completeness, and currency of all Customer Data including resident registers, skills records, equipment inventories, and vulnerability information;
- (b) ensuring that registered information is reviewed and updated at appropriate intervals;
- (c) implementing appropriate processes to verify the accuracy of data provided by residents through the self-registration portal;
- (d) maintaining appropriate backup copies of critical data through the Service's export functionality;
- (e) ensuring that vulnerability and safeguarding data is handled in accordance with applicable data protection legislation and local authority safeguarding policies.

4.2.2 The Supplier shall not be liable for any loss, damage, or adverse outcome arising from inaccurate, incomplete, or out-of-date Customer Data.

4.3 The Customer shall not:

- (a) access, store, distribute, or transmit any malicious code, viruses, or harmful data through the Service;
- (b) attempt to gain unauthorised access to the Service or its related systems;
- (c) copy, modify, duplicate, create derivative works from, or distribute the Service or any part thereof;

(d) resell, sublicense, or make the Service available to any third party other than Authorised Users;

(e) use the Service in any way that could damage, disable, or impair the Service or interfere with any other party's use of the Service.

5. Service Levels and Availability

5.1 The Supplier shall use commercially reasonable endeavours to ensure the Service is available 99.9% of the time in any calendar month, excluding scheduled maintenance.

5.2 Availability is measured as the percentage of total minutes in a calendar month during which the core Service functionality is accessible to authenticated users via the cloud platform. Offline functionality is excluded from availability calculations as it operates independently of cloud services.

5.3 Scheduled maintenance shall be performed during low-usage periods where reasonably practicable, with a minimum of 48 hours' advance notice to the Customer.

5.4 Service Credits:

- (a) If availability falls below 99.9% but is at or above 99.0%, the Customer shall be entitled to a service credit of 10% of the monthly Fees;
- (b) If availability falls below 99.0% but is at or above 95.0%, the Customer shall be entitled to a service credit of 25% of the monthly Fees;
- (c) If availability falls below 95.0%, the Customer shall be entitled to a service credit of 50% of the monthly Fees.

5.5 Service credits must be claimed in writing within 30 days of the end of the affected month. Service credits are capped at 50% of the monthly Fees and shall be applied to future invoices.

5.6 Service credits shall not apply where unavailability results from:

- (a) scheduled maintenance notified in accordance with this Agreement;
- (b) factors outside the Supplier's reasonable control, including force majeure events, power outages, telecommunications failures, or internet service provider failures;
- (c) Customer equipment, software, or connectivity issues;
- (d) actions or omissions of the Customer or its Authorised Users;
- (e) failure by the Customer to download current Offline Data Packs.

6. Support Services

6.1 Standard Support (Included)

The following support services are included at no additional cost:

- (a) email and web-based support available seven days a week, including bank holidays;
- (b) response to general enquiries within 24 hours;
- (c) response to critical issues affecting service availability within 4 hours;
- (d) access to online knowledge base, user documentation, and video tutorials;
- (e) notification of service outages and scheduled maintenance via email.

6.2 Enhanced Support (Additional Cost)

Enhanced support is available at an additional cost of 15% of the annual subscription value and includes:

- (a) telephone support during UK business hours (Monday to Friday, 9am to 5pm);
- (b) priority handling for critical issues affecting service availability;
- (c) onboarding assistance for new communities;
- (d) configuration guidance during initial setup including category customisation and procedure development;
- (e) annual review sessions to optimise platform usage.

6.3 Emergency Support (Additional Cost)

Emergency support is available at an additional cost of 25% of the annual subscription value and includes:

- (a) 24/7 telephone support for critical platform issues during declared emergencies;
- (b) all benefits of Enhanced Support;
- (c) dedicated account manager.

6.4 The Supplier shall notify the Customer of any service outages via email to designated administrators as soon as reasonably practicable after becoming aware of the outage.

7. Data Protection and Security

7.1 Data Protection

- (a) Both parties shall comply with all applicable data protection legislation, including the UK General Data Protection Regulation and the Data Protection Act 2018.
- (b) To the extent that the Supplier processes personal data on behalf of the Customer, the Supplier shall act only on the Customer's documented instructions and shall implement appropriate technical and organisational measures to protect such data.
- (c) The Supplier shall not transfer Customer Data outside the United Kingdom without the Customer's prior written consent.
- (d) The Customer remains the data controller for all Customer Data and is responsible for ensuring appropriate lawful bases and consents are in place for data processing.

7.2 Security Measures

The Supplier shall implement and maintain appropriate security measures including:

- (a) encryption of data in transit using TLS 1.3 or higher;
- (b) encryption of data at rest using AES-256 encryption;
- (c) field-level encryption for vulnerability and safeguarding data;
- (d) role-based access controls limiting access to sensitive data;
- (e) multi-factor authentication for administrative access;
- (f) regular vulnerability assessments and annual penetration testing;
- (g) documented incident response procedures;
- (h) comprehensive audit logging of all data access and modifications.

7.3 Data Location

All Customer Data is stored and processed exclusively within the United Kingdom on cloud infrastructure located in UK datacentres.

7.4 Backup and Recovery

The Supplier shall:

- (a) perform automated backups daily;
- (b) retain daily backups for 90 days;
- (c) maintain a Recovery Time Objective (RTO) of 4 hours;
- (d) maintain a Recovery Point Objective (RPO) of 1 hour.

7.5 Vulnerability Data

The Supplier acknowledges that vulnerability and dependency data collected through the Service is particularly sensitive. Such data shall be subject to enhanced access controls, field-level encryption, and comprehensive audit logging. The Customer is responsible for

implementing appropriate local safeguarding policies governing access to and use of vulnerability data.

8. Intellectual Property

8.1 All Intellectual Property Rights in the Service, Documentation, and any modifications or enhancements thereto shall remain the property of the Supplier.

8.2 The Supplier grants the Customer a non-exclusive, non-transferable licence to use the Service during the Term solely for the Customer's emergency coordination and community resilience purposes in accordance with this Agreement.

8.3 All Intellectual Property Rights in Customer Data shall remain the property of the Customer. The Customer grants the Supplier a licence to use Customer Data solely to the extent necessary to provide the Service.

8.4 The Customer shall not remove, alter, or obscure any proprietary notices on the Service or Documentation.

8.5 Any custom categories, procedures, or configurations created by the Customer through the Service shall remain the property of the Customer.

9. Fees and Payment

9.1 The Customer shall pay the Fees as set out in the Order Form.

9.2 Unless otherwise specified in the Order Form, Fees are payable annually in advance.

9.3 All Fees are exclusive of VAT, which shall be payable by the Customer at the prevailing rate.

9.4 The Supplier shall invoice the Customer for the Fees, and payment shall be due within 30 days of the date of invoice.

9.5 If the Customer fails to pay any amount due under this Agreement by the due date, the Supplier may charge interest on the overdue amount at the rate of 4% per annum above the Bank of England base rate from time to time.

9.6 The Supplier may increase the Fees at the start of each Renewal Term by giving the Customer not less than 60 days' written notice.

9.7 If the number of Coordinator accounts exceeds the number specified in the Order Form, the Customer shall pay additional Fees at the rates specified in the Order Form or as otherwise agreed in writing.

10. Confidentiality

10.1 Each party shall keep confidential all Confidential Information of the other party and shall not disclose such information to any third party without the prior written consent of the disclosing party.

10.2 The obligations of confidentiality shall not apply to information that:

- (a) is or becomes publicly available through no fault of the receiving party;
- (b) was lawfully in the receiving party's possession before disclosure;
- (c) is lawfully obtained from a third party without restriction on disclosure;
- (d) is required to be disclosed by law or regulatory authority.

10.3 The obligations of confidentiality shall survive termination of this Agreement for a period of 5 years.

11. Limitation of Liability

11.1 Nothing in this Agreement shall limit or exclude either party's liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any other liability that cannot be limited or excluded by applicable law.

11.2 Subject to Section 11.1, the Supplier shall not be liable for:

- (a) any indirect, special, or consequential loss or damage;
- (b) loss of profits, revenue, business, or anticipated savings;
- (c) loss of data (except to the extent caused by the Supplier's failure to comply with its backup obligations);
- (d) loss of goodwill or reputation;
- (e) any loss or damage arising from the Customer's failure to download current Offline Data Packs;
- (f) any loss or damage arising from inaccurate, incomplete, or out-of-date Customer Data;
- (g) any loss or damage arising from the Customer's failure to implement appropriate data management and review processes.

11.3 Subject to Sections 11.1 and 11.2, the Supplier's total aggregate liability under or in connection with this Agreement shall not exceed the total Fees paid by the Customer in the 12-month period immediately preceding the event giving rise to the claim.

11.4 The Customer acknowledges that the Fees reflect the allocation of risk set out in this Agreement and that the Supplier would not enter into this Agreement without the limitations set out in this Section.

11.5 The Supplier does not warrant that the Service will prevent harm to vulnerable residents, ensure successful emergency response, or guarantee any particular outcome during incidents. The Service is provided as a coordination and information management tool and does not replace professional emergency response, statutory duties, duty of care obligations, or physical intervention.

11.6 The Supplier does not warrant or guarantee the availability of power, telecommunications, or internet connectivity during emergencies. The offline functionality of the Service is dependent upon the Customer having downloaded a current Offline Data Pack prior to connectivity loss.

12. Indemnification

12.1 The Supplier shall indemnify the Customer against any losses, damages, costs, and expenses arising from any claim that the Customer's use of the Service in accordance with this Agreement infringes any third party's Intellectual Property Rights.

12.2 The Customer shall indemnify the Supplier against any losses, damages, costs, and expenses arising from:

- (a) any claim relating to Customer Data or the Customer's use of the Service in breach of this Agreement;
- (b) any claim by a third party arising from the Customer's breach of Section 4;
- (c) any claim arising from inaccurate, incomplete, or out-of-date Customer Data;
- (d) any claim arising from the Customer's failure to implement appropriate safeguarding or data protection measures.

12.3 The indemnified party shall promptly notify the indemnifying party of any claim and shall provide reasonable assistance in defending the claim.

13. Suspension and Termination

13.1 Termination for Convenience

Either party may terminate this Agreement at the end of the Initial Term or any Renewal Term by giving at least 1 month's written notice to the other party.

13.2 Termination for Breach

Either party may terminate this Agreement immediately by written notice if the other party:

- (a) commits a material breach of this Agreement and fails to remedy such breach within 30 days of receiving written notice requiring it to do so;
- (b) becomes insolvent, enters administration, liquidation, or makes any arrangement with creditors.

13.3 Suspension

The Supplier may suspend the Customer's access to the Service immediately if:

- (a) the Customer fails to pay any Fees due within 14 days of the due date;
- (b) the Customer's use of the Service poses a security risk or may adversely affect other customers;
- (c) the Supplier is required to do so by law or regulatory authority.

13.4 The Supplier shall give the Customer reasonable notice before any suspension, except where immediate suspension is necessary to prevent harm.

14. Effects of Termination

14.1 Upon termination or expiry of this Agreement:

- (a) the Customer's right to access and use the Service shall cease immediately;
- (b) each party shall return or destroy all Confidential Information of the other party;
- (c) the Customer shall pay all outstanding Fees due up to and including the date of termination.

14.2 Data Export

- (a) The Customer may export Customer Data at any time during the Term through the Service's built-in export functionality.
- (b) During the notice period prior to termination, the Supplier shall provide reasonable assistance to enable the Customer to export Customer Data.
- (c) Customer Data shall be available for export in CSV, Excel, JSON, and PDF formats.
- (d) Customers with API access may programmatically extract all data during the notice period.

14.3 Data Retention and Deletion

- (a) Following termination, the Supplier shall retain Customer Data for 60 days to allow the Customer to complete any final data export.
- (b) After the 60-day retention period, the Supplier shall permanently delete all Customer Data from its systems.
- (c) The Supplier shall provide written confirmation of data deletion upon the Customer's request.

14.4 Termination shall not affect any rights, remedies, obligations, or liabilities that have accrued prior to termination.

14.5 Sections 7, 8, 10, 11, 12, and 14 shall survive termination of this Agreement.

15. Force Majeure

15.1 Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay results from a Force Majeure Event.

15.2 A "Force Majeure Event" means any event beyond the reasonable control of the affected party, including acts of God, natural disasters, war, terrorism, riots, government actions, pandemics, power failures, telecommunications failures, internet service provider failures, and cyber attacks.

15.3 The affected party shall notify the other party as soon as reasonably practicable of the Force Majeure Event and its expected duration.

15.4 If a Force Majeure Event continues for more than 60 days, either party may terminate this Agreement by giving 30 days' written notice.

15.5 The Customer acknowledges that the Service is intended for use during emergencies and disruptions, many of which may constitute Force Majeure Events. The Supplier's liability for service unavailability during such events is limited as set out in Sections 5 and 11, and the Customer is responsible for maintaining current Offline Data Packs to ensure continued functionality.

16. General Provisions

16.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and representations relating to its subject matter.

16.2 Amendments

No amendment to this Agreement shall be effective unless made in writing and signed by both parties.

16.3 Waiver

No failure or delay by either party in exercising any right under this Agreement shall operate as a waiver of that right.

16.4 Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

16.5 Assignment

The Customer shall not assign, transfer, or subcontract any of its rights or obligations under this Agreement without the prior written consent of the Supplier. The Supplier may assign this Agreement to any affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets.

16.6 Third Party Rights

This Agreement does not confer any rights on any person or party other than the parties to this Agreement.

16.7 Notices

Any notice required under this Agreement shall be in writing and shall be delivered by email or first-class post to the addresses specified in the Order Form.

16.8 Publicity

Neither party shall use the other party's name, logo, or trademarks in any publicity or marketing materials without the prior written consent of the other party.

17. Governing Law and Jurisdiction

17.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

17.2 The parties agree to submit to the exclusive jurisdiction of the courts of England and Wales for the resolution of any disputes arising out of or in connection with this Agreement.

17.3 Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief in any court of competent jurisdiction.

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